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16 Attorneys for Plaintiff

17 IN THE UNITED STATES DISTRICT COURT
18 FOR THE DISTRICT OF NEVADA

19 NOLO,) Civil Action No.
20) 3:09-cv-00201
21 Plaintiff,)
22 v.)
23 NOLOSOFT, INC. and)
24 CONGHUA YAN,)
25 Defendants.)
26)
27)
28)

STIPULATED FINAL JUDGMENT

and ORDER

1 Plaintiff Nolo having filed its action on April 20, 2009 and defendants
2 Nolosoft, Inc. and Conghua Yan having waived service and agreed to entry of a final
3 judgment and permanent injunction in favor of the plaintiff and against the said defendants,
4 the Court enters the following order:
5

6 FINAL JUDGMENT

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that final
8 judgment is hereby granted and ordered entered as the judgment in this action against said
9 defendants Nolosoft, Inc. and Conghua Yan (hereafter collectively referred to as
10 “defendants”) as follows:
11

12 This Court has jurisdiction over the subject matter herein and the parties hereto;

13 Judgment is hereby entered in favor of plaintiff Nolo and against the
14 defendants, as prayed for the complaint;
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16 Plaintiff is entitled to, the parties propose and the Court approves, a permanent
17 injunction in the form contained herein;
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19 This Court retains jurisdiction of the parties hereto for the purpose of any
20 proceedings to enforce this judgment and the said injunction;
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22 The parties hereto have waived appeal from this judgment or the right to
23 challenge it in any way;
24

25 The parties have waived costs;

26 Plaintiff Nolo has waived any claim it might have to money damages and fees
27 as to the subject matter of the instant action;
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2 This Final Judgment shall be binding upon and shall inure to the benefit of the
3 parties hereto, and their respective successors and assigns.
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5 PERMANENT INJUNCTION

6 1. As to plaintiff's trademark infringement claim:

7 IT IS FURTHER ORDERED that the defendants, their heirs, executors,
8 successors and assigns, and their officers, agents, servants, employees, attorneys, and all
9 other persons in active concert or participation with such defendants or any of them and those
10 who receive actual notice or knowledge of this Injunction by personal service or otherwise,
11 are perpetually restrained and enjoined from:
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14 a) Imitating, copying or making unauthorized use of the trademark NOLO
15 (including NOLOSOFT);

16 b) Manufacturing, producing, distributing, circulating, selling, offering for
17 sale, advertising, promoting or displaying any service or product using any simulation,
18 reproduction, counterfeit, copy, or colorable imitation of the NOLO trademark (including
19 NOLOSOFT);
20

21 c) Using any false designation of origin or false description or performing any
22 act which can, or is likely to lead members of the trade or public to believe that any service
23 or product manufactured, distributed or sold by the defendants is in any manner associated
24 or connected with plaintiff Nolo, or is sold, manufactured, licensed, sponsored, approved or
25 authorized by the plaintiff;
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1 d) Transferring, consigning, selling, shipping or otherwise moving any goods,
2 packaging or other materials in defendants' possession, custody or control bearing a design
3 or mark substantially identical to the NOLO trademark (including NOLOSOFT);
4

5 e) Instructing, assisting, aiding, abetting, encouraging or inducing any other
6 parties, including customers of the defendants, to do any of the aforementioned acts.
7

8 2. As to plaintiff's cybersquatting claim:

9 IT IS FURTHER ORDERED that the said defendants, their heirs, executors,
10 successors and assigns, and their officers, agents, servants, employees, attorneys, and all
11 other persons in active concert or participation with such defendants or any of them and those
12 who receive actual notice or knowledge of this Injunction by personal service or otherwise,
13 are perpetually restrained and enjoined from:
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15 a) Transferring to anyone other than Nolo the domain name www.nolosoft.com
16 or any other domain name that uses the NOLO trademark or any word, name or designation
17 confusingly similar thereto;
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19 b) Registering, maintaining registrations for, using, offering for sale, claiming
20 ownership of, or in any other way using the domain name www.nolosoft.com or any other
21 domain name that uses the NOLO trademark or any word, name or designation confusingly
22 similar thereto;
23

24 The defendants are ordered to disclose to the Court and to plaintiff's attorney
25 all other domain name registrations directly or indirectly owned or registered by defendants
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1 in order to permit the Court and plaintiff to consider whether any such other registration, if
2 any, should be transferred to plaintiff or subject to other relief in this matter;

3
4 3. The defendants are ordered to transfer to plaintiff the registration for the
5 domain name www.nolosoft.com;

6 4. The defendants represent that their use of the trademark NOLOSOFT
7 has been limited to software downloaded from the Internet, and that therefore no physical
8 material containing the said trademark (products, labels, tags, signs, prints, packages, and the
9 like) exists or ever existed.

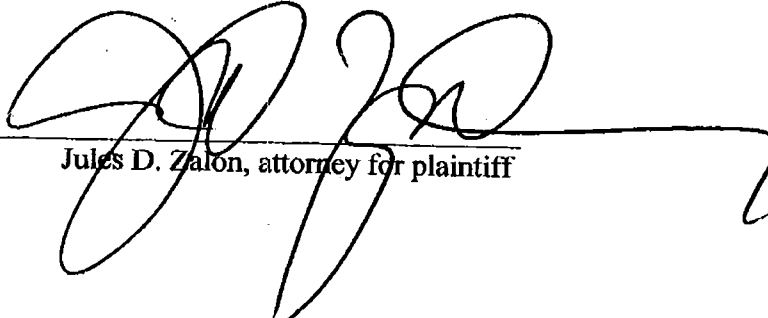
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11 Dated: Reno, Nevada
12 Dated this 1st day of July, 2009.

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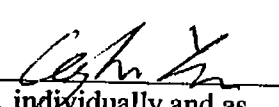
17 Edward C. Reed, Jr, United States District Judge
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CONSENT, WAIVER AND STIPULATION

The parties hereby stipulate that written findings of fact and conclusions of law be waived and said defendants expressly consent to entry of the foregoing Stipulated Final Judgment and Permanent Injunction as final and unappealable and waive notice of entry of Judgment.



Jules D. Zalon, attorney for plaintiff



Conghua Yan, individually and as
president of Nolosoft, Inc.